



STEVE COOLEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

18000 CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER
210 WEST TEMPLE STREET LOS ANGELES, CA 90012-3210 (213) 974-3501

May 11, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY TO
ENTER INTO THE FIFTH YEAR AGREEMENT WITH THE STATE OF
CALIFORNIA, VICTIM COMPENSATION AND GOVERNMENT CLAIMS
BOARD (VCGCB) TO ADMINISTER THE FUNERAL BURIAL/DOMESTIC
VIOLENCE PROGRAM FOR FISCAL YEAR (FY) 2004-05
ALL DISTRICTS (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the enclosed Resolution authorizing the Los Angeles County District Attorney, on behalf of the County of Los Angeles, to enter into an Agreement with VCGCB for the period of July 1, 2004 through June 30, 2005. Under this Agreement, the District Attorney's Office will pay funeral/burial expenses for families of victims of crimes, and relocation costs for victims of domestic violence on behalf of the VCGCB.
2. Authorize the District Attorney, on behalf of the County of Los Angeles, to execute the enclosed Standard Agreement with the VCGCB for the Funeral Burial/Domestic Violence Program. An advance of \$200,000 has been provided to the District Attorney's Office by VCGCB to pay for qualifying claims.
3. Authorize the District Attorney or his designee, on behalf of the County of Los Angeles, to serve as Project Director for the Funeral Burial/Domestic Violence Program and to sign and approve revisions that do not affect the net County cost of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The VCGCB Agreement allows the District Attorney's Office to continue to assist victims of crime by eliminating the need to postpone funerals when a provider of funeral/burial services is unwilling to wait for reimbursement from VCGCB which may be lengthy, and facilitating the payment of emergency relocation costs of victims of domestic violence. Los Angeles County has been participating in this program for four years.

As part of the Agreement, the State requires adoption of the enclosed Resolution, which has been approved as to form by County Counsel.

Implementation of Strategic Plan Goals

This program expedites payments to victims of crime which is consistent with the County's Strategic Plan Goal No. 1, Service Excellence, in that it provides the public with access to services that are both beneficial and responsive.

FISCAL IMPACT/FINANCING

The program operates using a \$200,000 revolving fund which is replenished by the VCGCB as costs are incurred. The total cost estimated for this program in FY 2004-05 is \$2,750,000, which is fully offset by the VCGCB.

Funding for this program is included in the District Attorney's 2004-05 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Penal Code Section 13835.2, the Los Angeles County Board of Supervisors designated the District Attorney's Office as the major provider of comprehensive services to victims and witnesses of crime for the County. The District Attorney's Claims Verification Unit has ensured claims are reimbursed and properly administered in accordance with applicable statutes for the past four years.

Under the Agreement, the County will pay verified funeral/burial claims and domestic violence relocation expenses on behalf of the VCGCB. The VCGCB will reimburse the County for all costs incurred.

In FY2002-03, a total of \$2,583,699 in Emergency Funeral Burial and Domestic Violence and Sexual Assault Victim Relocations was paid.

The Honorable Board of Supervisors
Page Three
May 11, 2004

IMPACT ON CURRENT SERVICES (OR PROJECTS):

This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board motion of December 15, 1998 requiring clearance with the Alternate Public Defender, Probation, Public Defender and Sheriff's Department.

CONCLUSION:

Following Board authorization to approve the agreement for this program, the Executive Officer-Clerk of the Board is requested to return a copy of the adopted Board letter and two (2) copies of the approved Resolution, containing original signatures, to Albert Ablaza, Contracts and Grants Unit, Los Angeles County District Attorney's Office, 201 N. Figueroa Street, Suite 1300, Los Angeles, California 90012. Any questions may be directed to Mr. Ablaza via e-mail at aablaza@da.co.la.ca.us or by telephone at (213) 202-7683.

Very truly yours,



STEVE COOLEY
District Attorney

aa:mmmb

Enclosures

c: Chief Administrative Officer
County Counsel

1 **BOARD OF SUPERVISORS**
2 **COUNTY OF LOS ANGELES**
3 **RESOLUTION**

4 Accepting Funeral Burial/Domestic Violence

5 Agreement with the State of California

6 Victim Compensation and Government Claims Board,

7 Pursuant to California Penal Code Section 13835 et. seq

8 **WHEREAS**, the County of Los Angeles is charged with providing vital
9 services in the area of courts, law enforcement, and adult and juvenile justice to
10 a population in excess of ten million persons; and

11 **WHEREAS**, the County of Los Angeles, Office of the District Attorney, is
12 authorized, pursuant to Government Code Section 26500.5, to enter into an
13 Agreement for the receipt of federal and/or state funding from the State of
14 California, Victim Compensation and Government Claims Board, for the nature of
15 services contemplated herein; and

16 **WHEREAS**, the Board of Supervisors of the County of Los Angeles,
17 pursuant to Penal Code Section 13835.2, has designated the Office of the
18 District Attorney through its Victim-Witness Assistance Program as the major
19 provider of comprehensive services to victims of crime; and

20 **WHEREAS**, the Victim Compensation and Government Claims Board has
21 authorized funds to reimburse verified funeral/burial claims and domestic
22 violence relocation expenses; and

23 **WHEREAS**, the County of Los Angeles, acting through its Board of
24 Supervisors, desires continued participation in such a program entitled the
25 Funeral Burial/Domestic Violence Program for the 2004-2005 Fiscal Year, and
26 has the capability of providing such services through the District Attorney's
Claims Verification Unit; and

WHEREAS, the Victim Compensation and Government Claims Board has
allocated funds for County Fiscal Year 2004-05 for the Los Angeles County
District Attorney's "Funeral Burial/Domestic Violence" Program that will ensure

1 claims are reimbursed and properly administered in accordance with applicable
2 statutes.

3 **NOW; THEREFORE, BE IT RESOLVED**, that the Board of Supervisors
4 of the County of Los Angeles hereby authorizes the District Attorney to enter into
5 an Agreement for the period of July 1, 2004 through June 30, 2005, with the
6 State of California, Victim Compensation and Government Claims Board, for the
above-referenced program;

7 **BE IT FURTHER RESOLVED** that the Board of Supervisors of the County
8 of Los Angeles hereby approves acceptance of funds to be used exclusively for
9 the designated program, which may be awarded pursuant to the attached
Agreement;

10 **BE IT FURTHER RESOLVED** that the state funds received hereunder
11 shall not be used to supplant local funds controlled by this body;

12 **BE IT FURTHER RESOLVED** that the Board of Supervisors of the County
13 of Los Angeles hereby authorizes the District Attorney or his designee, to serve
14 as Project Director for said program and to execute on behalf of Los Angeles
15 County the Agreement, and to perform all further tasks necessary for the
completion of the project, including execution and

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1 I DO HEREBY CERTIFY that a regular meeting on the Board of
2 Supervisors of the County of Los Angeles on the _____ day of
3 _____, 2004, the foregoing Resolution was adopted.

4 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
5 seal of the Board of Supervisors of the County of Los Angeles this _____
6 day of _____, 2004.

7 County of Los Angeles

8
9 by _____
Chairman, Board of Supervisors

10 VIOLET VARONA-LUKENS,
11 Executive Officer-Clerk of the
12 Board of Supervisors of the
County of Los Angeles

13
14 By _____
Deputy

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16
17 APPROVED AS TO FORM
18 BY COUNTY COUNSEL:

19
20 By 
Deputy

AGREEMENT NUMBER

BOC - 4107

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

VICTIM COMPENSATION & GOVERNMENT CLAIMS BOARD

CONTRACTOR'S NAME

COUNTY OF LOS ANGELES

2. The term of this **JULY 1, 2004** through **JUNE 30, 2005**
Agreement is:

3. The maximum amount **\$ 0.00**
of this Agreement is: **Zero Dollars**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit C* – General Terms and Conditions	GTC 1/03

Check mark one item below as Exhibit D:

<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	

Attachment I – Eligibility Review Guide	1 page(s)
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Attachment II – Bill Review Guide	1 page(s)
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Attachment III – Internal Revenue Code 6041	4 page(s)
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Attachment IV – JP County Revolving Fund Disbursement Log	1 page(s)
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Attachment V – Overpayment Determination Summary	1 page(s)
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Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF LOS ANGELES

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Steve Cooley, District Attorney

ADDRESS

**210 West Temple Street, Suite 18-709
Los Angeles, California 90012**

STATE OF CALIFORNIA

AGENCY NAME

VICTIM COMPENSATION & GOVERNMENT CLAIMS BOARD

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

630 "K" STREET, SACRAMENTO, CA 95814

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

1. In accordance with Government Code 13952.5(c)(3) which states, "The Board may delegate authority to designated staff persons and designated agencies, including, but not limited to, district attorneys, probation departments, victim centers, and other victim service providers approved by the board and under contract with the board, who shall use guidelines established by the board, to grant and disburse emergency awards", the Joint Power Verification Unit (Contractor) agrees to provide for the California Victim Compensation and Government Claims Board (Board) the following Emergency Award (EA) services:
 - a. Payment of verified funeral/burial expenses;
 - b. Payment of verified relocation expenses for victims of domestic violence and/or sexual assault; and
 - c. Payment of verified crime scene clean-up expenses.

Note: An expense is verified when prior to payment out of the Revolving Fund, the county claims verifier reviewed the application and expenses and any other information required to determine that payment is authorized by law and the Board's policies and procedures.

2. The funds provided by this contract are solely for the payment of the above expenses from a Revolving Fund account if the Contractor **complies with all** the requirements of this contract.
3. The Contractor will ensure that staff who authorize emergency payments are different from staff who issue the emergency payments, as required by Government Code Section 13400 known as the Financial Integrity and State Manager's Accountability Act of 1983. (FISMA).
4. The services shall be performed at:

Los Angeles County District Attorney's Office
Victim Witness Center
3204 North Rosemead Blvd., #200
El Monte, CA 91731

5. The services shall be provided during regular work hours, Monday through Friday, except holidays.

6. The project representatives during the term of this contract will be:

State Agency: California Victims Compensation & Government Claims Board	Contractor: Los Angeles County c/o District Attorney's Office
Name: JP Analyst, Joint Powers Unit	Name: Suzanne Childs
Phone: 916/327-0406	Phone: (626) 927-2525
Fax: 916/324-6381	Fax: (626) 569-9541

Direct all inquiries to:

State Agency: CVCGCB	Contractor: Los Angeles County
Section/Unit: FBOS	Section/Unit: District Attorney's Office
Attention: Bettzan Mar	Attention: Patricia Tucker
Address: 630 K Street, 1 st Floor, Sacramento, CA 95814	Address: 3204 Rosemead Blvd., Suite 200 El Monte, California 91731
Phone: 916/327-5188	Phone: (626) 572-6364
Fax: 916/323-2695	Fax: (626) 569-9541

EXHIBIT A

SCOPE OF WORK

7. Detailed description of work to be performed and duties of all parties.

A. SERVICES:

1. The Contractor shall expend funds under this contract only when the Contractor verifies that immediate payment is authorized by law and Board policies and procedures. The Contractor shall document that the emergency award is necessary to avoid or mitigate substantial hardship to the applicant as defined in California Code of Regulations, Title 2, Section 649.11, and the provider requires immediate payment and is unwilling to wait for reimbursement through the normal claims payment process. The Contractor shall document the name and title of the person contacted, the name of the provider, and the telephone number. The Contractor shall document information necessary to show compliance with the legal requirements and Board policies and procedures. The Contractor shall document that the county claims verifier has verified and completed the Eligibility and Bill Review Guides (Attachment I and II) for each claim. The Contractor shall maintain all verification documentation, including the Eligibility and Bill Review Guides in the claim file and it shall be available for review, by the Board, upon request.
2. The amount paid by the Contractor shall not exceed the amount verified and authorized by applicable laws and Board policies.
3. The Contractor shall establish and enforce procedures to ensure that payments are made under this contract only to persons authorized to receive the funds.
4. The Board shall report all reimbursements made to the Contractor for expenses under this contract to the Internal Revenue Service (IRS).
5. The Contractor shall maintain its name and accurate Tax Identification Number (TIN) in the Board's computer system and insure that it matches the information submitted to the IRS.
6. Once the TIN is entered into the Board's computer system, the Contractor's name and TIN shall be keyed as the provider's name and number into the Board's computer system.
7. The actual provider of the services (e.g., the cemetery or funeral home) shall be shown on the "moreable" window field next to the provider number (this will be the non-pay provider) on the Board's computer system. Information about the actual provider services is necessary for generating informational reports. If the TIN of the provider of services is not in the provider database, the Contractor shall follow the normal provider database procedures established by Board policies. Please note that the location of information may change with the implementation of the Board's new computer system.
8. The Board and the Contractor shall comply with all applicable state and federal requirements. In compliance with Internal Revenue Code 6041 (26 U.S.C.A. § 6041, Attachment III), the Board shall issue to the Contractor a Form 1099-MISC at the end of the calendar year stating the amount that the Contractor received as payee from the Board that year. The Contractor shall be responsible for issuing a Form 1099-MISC to each provider in accordance with federal

EXHIBIT A

SCOPE OF WORK

law. In compliance with Internal Revenue Code 6041, the Contractor shall provide the required Form 1099-MISC to providers no later than January 31st of the following year. In accordance with Board procedures, the Contractor shall submit a Form W-9 in place of the Payee Data Record (Std. 204).

9. The Contractor shall be responsible for abiding by established procedures to account for monies expended and deposited into this account. The Contractor shall account for funds in the manner prescribed by current county mandates and practices. A summary of such practices may be forwarded, upon the Board's request, to the Board for review by the Board's Audits and Investigations Branch.

B. OVERPAYMENTS

Any payment from the Revolving Fund that does not qualify under applicable statutes and regulations is considered an overpayment. The Contractor shall complete the Overpayment Determination Form (Attachment V) and forwarded to the Liens and Overpayment Section (LORS) pursuant to the overpayment procedures in place.

C. REGULATIONS AND GUIDELINES:

All parties agree to abide by all applicable federal and state statutes and regulations and Board guidelines, directives and memos as they pertain to the performance of this contract.

EXHIBIT B

PAYMENT PROVISIONS

1. **Payment**

The Board advanced the Contractor a total of \$200,000 (\$100,000 in fiscal year 1999/00 and \$100,000 in fiscal year 2000/01), as authorized by Government Code Section 6504, to pay qualifying claims (Exhibit A.1). The Contractor shall exercise good internal controls over the issuance of funds and requests for reimbursement of funds to replenish the account. The replenishment of the Revolving Fund is accomplished by the Contractor entering the expense into the Board's computer system as the provider using the Contractor's Tax Identification Number (TIN) (see Provider Notes 1, 11 and 21 for detailed instructions). The Contractor shall submit, monthly, a written accounting of the disbursements from the Contractor's revolving fund account on the JP County Revolving Fund disbursement Log (Attachment IV) to FBOS: Attn: Bettzan Mar with a copy to the designated Joint Power Analyst.

2. **Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, the Board shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this contract and the Contractor shall not be obligated to perform any provisions of this contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Board shall have the option to either cancel this contract with no liability occurring to the Board, or offer a contract amendment to the Contractor to reflect the reduced amount.

3. **Prompt Payment Clause**

The Board shall pay all properly submitted, undisputed invoices within 45 days of receipt, in accordance with Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site www.dgs.ca.gov/contracts.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. PROGRAM EVALUATION AND MONITORING

The Contractor shall make available to the Board, and its representatives, for purposes of inspection, audit and review, any and all of its books, papers, documents, financial records and other records pertaining to the operation of this contract. The records shall be available for inspection and review during regular business hours throughout the term of this contract, and for a period of three (3) years after the expiration of the term of this contract.

2. UTILIZATION OF THE NEW COMPUTER SYSTEM

The Contractor shall cooperate with the Board in all phases of development and implementation of the Board's new automated claims processing system. The Contractor shall use the Board's claims management system to perform all work described in Exhibit A.1 (Scope of Work).

3. REDUCTION OF CONTRACT AMOUNT

The Board reserves the right to reduce the contract amount if the Board's fiscal monitoring indicates that the Contractor's rate of expenditure will result in unspent funds at the end of the program year or when deemed otherwise necessary.

4. TERMINATION OF THE CONTRACT

The Board or the Contractor reserves the right to terminate this contract upon thirty (30) days written notice to the other. In an event, the Contractor shall be compensated for actual costs incurred in accordance with the terms of the contract up to the date of termination. Invoicing of the above mentioned costs must be submitted to the Board within thirty (30) calendar days of the date of termination.

5. RETURN OF REVOLVING FUNDS

The Board reserves the right to request, upon thirty (30) days' written notification, the return of all Revolving Fund monies to be deposited into the Board's Restitution Fund.

6. CONFIDENTIALITY OF RECORDS:

The Contractor shall maintain the confidentiality of all records in accordance with Article 1, Section 1, of the California State Constitution, the Information Practices Act of 1977 (Gov. Code, § 1798, et seq.), and the statutes, regulations, and policies specifically applicable to the Victim Compensation and Government Claims Board, including Government Code section 13954. Contractor's staff having access to personally identifiable information shall hold the information in strict confidence, and shall not disclose it except as required by law or allowed by Board policy.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

The Board's Custodian of Records in Sacramento shall be notified when a claimant or other person requests a copy of any document in or pertaining to the claimant's file. The Contractor shall not disclose any document pursuant to any such request unless authorized to do so by the Board's Custodian of Records, the Executive Officer, or the Legal office.

The Board's Legal office in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code, § 6250, et seq.) for information received or generated in the performance of this contract. The Legal office may be reached at (916) 327-1998. No record shall be disclosed pursuant to any such request unless authorized by the Board's Legal office.

The Contractor shall ensure that all staff is informed of the requirements of this provision and of direction given by the Board in Board Policy Memo No. 00-02, Information Security Pamphlet for non-Board Personnel. (Distributed February 1, 2000.) The Contractor shall establish procedures to ensure confidentiality of personal information.

7. INCOMPATIBLE ACTIVITIES

Contractor's staff assigned to perform services for the Board must not:

- a. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with, his or her assigned duties under the contract;
- b. Use information obtained while doing work under the contract for personal gain or the advantage of another person;
- c. Provide confidential information to anyone not authorized to receive the information. Confidential information obtained during the performance of contract duties must be held in strict confidence;
- d. Provide or use the names of persons or records of the Board for a mailing list which has not been authorized by the Board;
- e. Represent himself or herself as a Board employee;
- f. Take any action with regard to a Victim Compensation Claim, or restitution matter with the intent to obtain private gain or advantage;
- g. Involve himself or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party; or
- h. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under the contract and is done in an appropriate manner.

It shall be the Contractor's responsibility to ensure that every staff person assigned to provide contracted services to the Board is made aware of and abides by this provision. If an assigned staff person is unwilling or unable to abide by this provision, the staff person should no longer

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

be assigned to perform the services required by the contract. Any questions should be directed to the Board's Legal office.

8. RETENTION OF RECORDS

The Contractor shall retain claim files in their respective file rooms for at least two (2) years after the claim's last activity date or as otherwise required by the Board. The Board will automatically notify the Contractor if or when "inactive" files need to be sent to the Board.

The Contractor shall not destroy any files or records without written authorization from the Board.

The Contractor shall ensure that all staff is informed of the requirements of this provision and of direction given by the Board in the Board Policy Memorandum No. 01-02 (distributed July 26, 2001).

9. SUBPOENAS

The Contractor is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The Contractor shall post a notice in its receiving department or other appropriate place stating that all Victim Compensation subpoenas and document requests shall be served upon the California Victim Compensation and Government Claims Board.

The Contractor shall inform a server of a subpoena that the subpoena shall be served on the California Victim Compensation & Government Claims Board at 630 K Street, 5th Floor, Sacramento, Ca 95814, Attn: Legal Office. The Contractor may also contact the Legal Office at 916/327-1998 for further assistance.

In cases where documents are being subpoenaed, the Contractor shall provide the Board with original and complete claim documents upon request. The Contractor shall submit the original claim documents in the most expedient manner necessary to meet the time constraints of the subpoena, including the use of overnight express mail.

JP Analyst _____

JP Center _____

Claim Number _____

Review Date _____

Hearing Date _____

ELIGIBILITY REVIEW GUIDE

Application filed w/in one year of incident or 19 th birthday? (or good cause shown)			
Is there documentation that substantiates a crime occurred? (crime report; EPO; RPO; medical records etc)			
Was there physical injury or threat of physical injury?			
Meets definition of eligible applicant.			
Any issue of involvement in events leading to the crime is resolved.			
Any issue of participation in a criminal act is resolved.			
Did the claimant cooperate <i>reasonably</i> w/law enforcement?			
Did the claimant cooperate w/the Board?			
For Derivative Victims Only: Is primary victim eligible? (w/exception of DV)			
Does the Derivative Victim qualify?			
Claimant name is correct.			
Claimant address is correct?			
"Is claimant filing claim?" field correct.			
"Benefit level" field is correct.			
"MH Limit" \$ in field is correct.			
Date of crime on VOX is correct.			
"Application filed by:" name is correct.			
"Application filed by:" address is correct.			
Applicant has legal authority to file for claimant or affidavit has been completed.			
Felon status verification in file.			
Application is properly signed.			
Victim Witness Center is identified on VOX and correct.			
Application received date in VOX matches date stamped, or signature date			
Per C CQ CN, C CQ VN, or C CQ CR, claim is not a duplicate (if there is a claim for the same claimant, check benefit level, and incident date and details before making duplicate determination: if different suspect and/or different crime, it is NOT a series of related events)			
If a civil suit has been filed, the name and address of civil suit atty is verified and worksheet sent to LORS?			
If incident was work-related, Workers' Comp verification has been pursued and worksheet sent to LORS?			
If vehicle incident, auto insurance has been verified and worksheet been sent to LORS?			
If restitution verified, appropriate letter has been sent or disposition log created (if CRC county)			

JP Analyst_____

JP Center_____

Claim Number_____

Review Date_____

Hearing Date_____

Hearing notice is clear, correct, and sensitive. (including Zero Award Letter)		
Per app, mail, verifications, <u>all</u> claimed losses, issues or questions are addressed on history page and includes pending bills.		
All losses claimed are added to VOX. (including requested income and pending expenses)		

COMMENTS:

JP Analyst _____ JP Center _____ Claim Number _____

Review Date _____ DOS _____ Hearing Date _____

BILL REVIEW GUIDE

Quick review of VOX fields as listed on Eligibility Review Guide VOX Data. (benefit level, MH limits \$, Claimant/Applicant/ Filed-by etc.)			
---	--	--	--

Billed amount matches billed amount on VOX.			
---	--	--	--

Dates of service are entered into VOX correctly. (Including the morable field if applicable)			
--	--	--	--

Applicant is legally liable for or has paid bill.			
---	--	--	--

Payee name on VOX is correct.			
-------------------------------	--	--	--

Payee address on VOX is correct.			
----------------------------------	--	--	--

Payee tax ID on VOX is correct.			
---------------------------------	--	--	--

Non-Pay provider is linked on VOX.			
------------------------------------	--	--	--

MH bills have been pre-auth'd if applicable.			
--	--	--	--

Verified disability period matches VOX (Date of Service).			
---	--	--	--

Wage loss calculations match verified information in file.			
--	--	--	--

Support loss has been pre-auth'd and paid 6 months in advance.			
--	--	--	--

Loss is a qualifying loss under VCP statute and regulation, or bill is denied.			
--	--	--	--

Authorization is in file for vehicle purchase/modifications; home modification; payment for F/B in excess of \$5,000 and/or in-home care over 30 days? (Circle Applicable Expense)			
--	--	--	--

Payment does not duplicate a previous payment.			
--	--	--	--

Reimbursements/recoveries verified and added correctly to VOX (civil suit, auto insurance, work comp, SDI, SSDI, SSI, private disability, health insurance, medi-cal, medicare, restitution, other?)			
--	--	--	--

BRS, percent related, or other reduction applied correctly.			
---	--	--	--

Verified amount is correct.			
-----------------------------	--	--	--

Hearing notice is clear, correct, and sensitive.			
--	--	--	--

Per app, mail, verifications, <u>all</u> claimed losses, issues or questions are addressed on history page and includes pending bills.			
--	--	--	--

All claimed losses are added to VOX.			
--------------------------------------	--	--	--

COMMENTS:

From the U.S. Code Online via GPO Access
[wais.access.gpo.gov]
[Laws in effect as of January 2, 2001]
[Document not affected by Public Laws enacted between
January 2, 2001 and January 28, 2002]
[CITE: 26USC6041]

ATTACHMENT III

TITLE 26--INTERNAL REVENUE CODE

Subtitle F--Procedure and Administration

CHAPTER 61--INFORMATION AND RETURNS

Subchapter A--Returns and Records

PART III--INFORMATION RETURNS

Subpart B--Information Concerning Transactions With Other Persons

Sec. 6041. Information at source

(a) Payments of \$600 or more

All persons engaged in a trade or business and making payment in the course of such trade or business to another person, of rent, salaries, wages, premiums, annuities, compensations, remunerations, emoluments, or other fixed or determinable gains, profits, and income (other than payments to which section 6042(a)(1), 6044(a)(1), 6047(e), 6049(a), or 6050N(a) applies, and other than payments with respect to which a statement is required under the authority of section 6042(a)(2), 6044(a)(2), or 6045), or \$600 or more in any taxable year, or, in the case of such payments made by the United States, the officers or employees of the United States having information as to such payments and required to make returns in regard thereto by the regulations hereinafter provided for, shall render a true and accurate return to the Secretary, under such regulations and in such form and manner and to such extent as may be prescribed by the Secretary, setting forth the amount of such gains, profits, and income, and the name and address of the recipient of such payment.

(b) Collection of foreign items

In the case of collections of items (not payable in the United States) of interest upon the bonds of foreign countries and interest upon the bonds of and dividends from foreign corporations by any person undertaking as a matter of business or for profit the collection of foreign payments of such interest or dividends by means of coupons, checks, or bills of exchange, such person shall make a return according to the forms or regulations prescribed by the Secretary, setting forth the amount paid and the name and address of the recipient of each such payment.

(c) Recipient to furnish name and address

When necessary to make effective the provisions of this section, the name and address of the recipient of income shall be furnished upon demand of the person paying the income.

(d) Statements to be furnished to persons with respect to whom information is required

Every person required to make a return under subsection (a) shall furnish to each person with respect to whom such a return is required a written statement showing--

(1) the name, address, and phone number of the information contact of the person required to make such return, and

(2) the aggregate amount of payments to the person required to be shown on the return.

The written statement required under the preceding sentence shall be furnished to the person on or before January 31 of the year following the calendar year for which the return under subsection (a) was required to be made. To the extent provided in regulations prescribed by the Secretary, this subsection shall also apply to persons required to make returns under subsection (b).

(e) Section does not apply to certain tips

This section shall not apply to tips with respect to which section 6053(a) (relating to reporting of tips) applies.

(Aug. 16, 1954, ch. 736, 68A Stat. 745; Pub. L. 87-834, Sec. 19(f), Oct. 16, 1962, 76 Stat. 1058; Pub. L. 94-455, title XIX, Sec. 1906(b)(13)(A), Oct. 4, 1976, 90 Stat. 1834; Pub. L. 95-600, title V, Sec. 501(b), Nov. 6, 1978, 92 Stat. 2878; Pub. L. 97-34, title VII, Sec. 723(b)(1), Aug. 13, 1981, 95 Stat. 344; Pub. L. 97-248, title III, Sec. 309(b)(1), Sept. 3, 1982, 96 Stat. 595; Pub. L. 98-369, div. A, title VII, Sec. 722(h)(4)(B), July 18, 1984, 98 Stat. 976; Pub. L. 99-514, title XV, Secs. 1501(c)(1), 1523(b)(2), Oct. 22, 1986, 100 Stat. 2736, 2748; Pub. L. 104-168, title XII, Sec. 1201(a)(1), July 30, 1996, 110 Stat. 1469.)

Amendments

1996--Subsec. (d)(1). Pub. L. 104-168 substituted ``name, address, and phone number of the information contact'' for ``name and address''.

1986--Subsec. (a). Pub. L. 99-514, Sec. 1523(b)(2), substituted ``6049(a), or 6050N(a)'' for ``or 6049(a)''.

Subsec. (d). Pub. L. 99-514, Sec. 1501(c)(1), in amending subsec. (d) generally, substituted ``information is required'' for ``information

is furnished'' in heading and, in text, substituted references to

persons required to make returns for former references to persons making returns.

1984--Subsec. (a). Pub. L. 98-369 inserted ``6047(e),''.

1982--Subsec. (a). Pub. L. 97-248 substituted ``6049(a)'' for ``6049(a)(1)'', and ``or 6045'' for ``6045, 6049(a)(2), or 6049(a)(3)''.

1981--Subsecs. (d), (e). Pub. L. 97-34 added subsec. (d) and redesignated former subsec. (d) as (e).

1978--Subsecs. (c), (d). Pub. L. 95-600 added subsec. (d) and redesignated subsec. (d) as (c).

1976--Subsecs. (a), (b). Pub. L. 94-455 struck out ``or his delegate'' after ``Secretary''.

1962--Subsec. (a). Pub. L. 87-834, Sec. 19(f)(1), substituted ``other than payments to which section 6042(a)(1), 6044(a)(1), or 6049(a)(1) applies, and other than payments with respect to which a statement is required under the authority of section 6042(a)(2), 6044(a)(2), 6045, 6049(a)(2), or 6049(a)(3)'' for ``other than payments described in section 6042(1) or section 6045)''.

Subsec. (c). Pub. L. 87-834, Sec. 19(f)(2), repealed subsec. (c) which related to returns of payments of interest by corporations.

Effective Date of 1996 Amendment

Section 1201(b) of Pub. L. 104-168 provided that: ``The amendments made by subsection (a) [amending this section and sections 6041A, 6042, 6044, 6045, 6049, 6050B, 6050H to 6050K, and 6050N of this title] shall apply to statements required to be furnished after December 31, 1996 (determined without regard to any extension).''

Effective Date of 1986 Amendment

Amendment by section 1501(c)(1) of Pub. L. 99-514 applicable to returns the due date for which (determined without regard to extensions) is after Dec. 31, 1986, see section 1501(e) of Pub. L. 99-514, set out as an Effective Date note under section 6721 of this title.

Amendment by section 1523(b)(2) of Pub. L. 99-514 applicable to payments made after Dec. 31, 1986, see section 1523(d) of Pub. L. 99-514, set out as an Effective Date note under section 6050N of this title.

Effective Date of 1984 Amendment

Amendment by Pub. L. 98-369 applicable to payments or distributions after Dec. 31, 1984, unless the payor elects to have such amendment apply to payments or distributions before Jan. 1, 1985, see section 722(h)(5)(B) of Pub. L. 98-369, set out as a note under section 643 of this title.

Effective Date of 1982 Amendment

Amendment by Pub. L. 97-248 applicable to amounts paid (or treated as paid) after Dec. 31, 1982, see section 309(c) of Pub. L. 97-248, set out as a note under section 6049 of this title.

Effective Date of 1981 Amendment

Amendment by Pub. L. 97-34 applicable to returns and statements required to be furnished after Dec. 31, 1981, see section 723(c) of Pub. L. 97-34, set out as a note under section 6652 of this title.

Effective Date of 1978 Amendment

Amendment by Pub. L. 95-600 applicable to payments made after Dec. 31, 1978, see section 501(c) of Pub. L. 95-600, set out as a note under section 6001 of this title.

Effective Date of 1962 Amendment

Amendment by Pub. L. 87-834 applicable to payments of dividends and interest made on or after Jan. 1, 1963, and to payments of amounts described in section 6044(b) of this title made on or after Jan. 1, 1963, with respect to patronage occurring on or after the first day of the first taxable year of the cooperative beginning on or after Jan. 1, 1963, see section 19(h) of Pub. L. 87-834, set out as a note under section 6042 of this title.

Employer's Duties in Connection With Recording and Reporting of Tips

Pub. L. 94-455, title XXI, Sec. 2211, Oct. 4, 1976, 90 Stat. 1905, as amended by Pub. L. 99-514, Sec. 2, Oct. 22, 1986, 100 Stat. 2095, provided that:

“(a) Suspension of Rulings.--Until January 1, 1979, the law with respect to the duty of an employer under section 6041(a) of the Internal

Revenue Code of 1986 [formerly I.R.C. 1954] to report charge account tips of employees to the Internal Revenue Service (other than charge account tips included in statements furnished to the employer under section 6053(a) of such Code) shall be administered--

“(1) without regard to Revenue Rulings 75-400 and 76-231, and
“(2) in accordance with the manner in which such law was administered before the issuance of such rulings.

“(b) Effective Date.--This section shall take effect on January 1, 1976.”

Section Referred to in Other Sections

This section is referred to in sections 3406, 3509, 6045, 6051, 6724 of this title; title 25 section 2719.

County Name/Number _____

Month/Year _____

[illegible]

LEGEND

Column 1: Enter Check Number issued by county Budget Office

Column 2: Enter Date of check issued by county Budget Office

Column 3: Enter Claim Number of Victim/Claimant

Column 4: Enter Provider or Victim/Claimant name

Column 5: Enter Provider Tax ID Number; county is responsible for issuing 1099 to provider at end of year

Columns 6, 7, 8 & 9: Enter a \$ amount in the column which applies to the type of expense paid

ATTACHMENT IV

STATE OF CALIFORNIA

VICTIM COMPENSATION BOARD

OVERPAYMENT DETERMINATION SUMMARY

VCGCB-ADM-001 (New 1/02)

PLEASE COMPLETE THIS FORM AND SUBMIT IT WITH A CLAIM THAT IS FORWARDED TO THE BOARD FOR COLLECTION OF AN OVERPAYMENT. PLEASE NOTE: ALL INFORMATION MUST BE PROVIDED BEFORE COLLECTION OF THE OVERPAYMENT BEGINS.

CLAIM NUMBER	DATE OF CRIME	
VICTIM	DATE OF OVERPAYMENT	OVERPAYMENT AMOUNT
CLAIMANT	FILED BY	
OVERPAID PARTY (Name and Address)	SOCIAL SECURITY NO. OF OVERPAID PARTY (If Available)	
	DATES OF SERVICE (For Overpayment to Provider)	
	(Patient Account No., If Known)	

DESCRIPTION OF OVERPAYMENT (Include calculations used to determine overpayment, reasons for overpayment (i.e. regular claim denied, reimbursements from other sources, etc.))

COMPLETED BY	PHONE NUMBER	DATE COMPLETED
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I HAVE REVIEWED THE CLAIM AND AGREE THAT AN OVERPAYMENT EXISTS

SUPERVISOR'S SIGNATURE	VICTIM WITNESS CENTER OR TEAM
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